

Appl. No. 09/978,504
Amdt. dated February 26, 2008
Reply to Office Action of November 27, 2007

Remarks

The present amendment responds to the Official Action dated November 27, 2007. The Official Action rejected claims 1-54 under 35 U.S.C. 103(a) based on Tran U.S. Publication No. 2002/0095368 in view of Arora U.S. Publication No. 2002/00232638 and further in view of Hayes U.S. Publication No. 2002/0138399. These grounds of rejection are addressed below. Claims 1, 28, 53, and 54 have been amended to be more clear and distinct. Claims 1-54 are presently pending.

The Art Rejections

All of the claims were rejected based on Tran, Arora, and Hayes, in combination. As addressed in greater detail below, Tran, Arora and Hayes do not support the Official Action's reading of them and the rejections based thereupon should be reconsidered and withdrawn. Further, the Applicants do not acquiesce in the analysis of Tran, Arora and Hayes made by the Official Action and respectfully traverse the Official Action's analysis underlying its rejections.

The Official Action rejected claims 1-54 under 35 U.S.C. 103(a) based on Tran in view of Arora and further in view of Hayes. In light of the present amendments to claims 1, 28, 51, and 53, this ground of rejection is respectfully traversed.

Claim 1, as amended, addresses, inter alia, a first and second user terminal generating an offer to sell or to buy an item in accordance with first offer criteria and a second user terminal generating an offer to buy or to sell a corresponding item in accordance with second offer criteria. Claim 1 further addresses comparing the offer criteria to match an offer to sell and an offer to buy if any or all of their criteria match. Comparison is accomplished by context vector

Appl. No. 09/978,504
Amdt. dated February 26, 2008
Reply to Office Action of November 27, 2007

matching of buyer and seller offer specification forms generated by the first and second terminals. A match is identified when context vector matching of the buyer and seller offer specification forms indicates a conceptual agreement between corresponding criteria of an offer to sell and an offer to buy. Claim 1 further addresses, in response to a match between the offers, opening a peer to peer communication channel between the user terminals that made the matching offers. Opening a peer to peer communication channel includes displaying at a buyer terminal a seller match interface. The match interface presents details of the matching offer that was generated by the seller terminal and provides a mechanism for choosing to participate in an auction for the item for which an offer was generated by the seller terminal. Claim 1 further addresses, upon selection by a buyer to participate in the auction, conducting an auction between those user terminals via the communication channel. The seller terminal acts as a server in order to conduct the auction. Neither Tran, Arora, Hayes, nor a combination thereof, teaches or makes obvious the limitations of claim 1 in the claimed combination.

Tran teaches systems and techniques for trading intellectual property, and allows posting of intellectual property assets and searching for sellers and buyers by, for example, browsing through listings of available assets and by entering criteria specifying items and categories of interest. Tran also teaches an online trading portal allowing buyers and sellers to communicate about assets and to engage in transactions for the sale of assets, including online auctions. Tran does not teach context vector matching of buyer and seller offer specification forms.

Identification of a user's interests is identification of a category of items with respect to which the user might wish to engage in a transaction, and this identification is not accomplished

Appl. No. 09/978,504
Amdt. dated February 26, 2008
Reply to Office Action of November 27, 2007

through context vector matching of specification forms. Context vector matching is a technique for representing conceptual relationships among information items, and provides for a broad and flexible approach to matching through evaluation of elements in a document, with evaluation taking into account the nearness or distance of the relationship between elements, rather than an exact correspondence or falling into prescribed categories. The Official Action relies on Arora as teaching establishing a match based on correspondence between fields in buyer and seller offer forms. In the relied upon text, Arora teaches matching of entities based on evaluating discrete descriptors as matching or not matching. In addition, Arora provides for weightings of descriptors by users to reflect the relative importance of the descriptors. See, for example, Arora, col. 2, paragraph [0053]. Arora does not, however, teach that matching is accomplished through context vector matching, and does not teach that a match is identified upon indication of a conceptual agreement between an offer to sell and an offer to buy. The context vector matching of claim 1 provides for a broader and more flexible approach to matching than does the matching of individual descriptors as taught by Arora, and the use of context vector matching also provides for a more automated matching mechanism than does the manually assigned weightings of Arora to provide information as to whether the matching of various descriptors constitutes matching of offers.

The Official Action relies on Hayes as teaching that buyer and seller computers may both act as servers, but adding this feature to Tran and Arora does not achieve the invention as claimed by claim 1. Claim 1, as amended, therefore defines over the cited art and should be allowed.

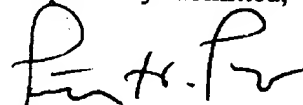
Appl. No. 09/978,504
Amdt. dated February 26, 2008
Reply to Office Action of November 27, 2007

Claims 28, 51, and 53, as amended, similarly address the use of context vector matching of offer specification forms to match an offer to sell and an offer to buy, with a match being identified when context vector matching of the information presented in the offer specification forms indicates a conceptual agreement between corresponding criteria of an offer to sell and an offer to buy. As noted above with respect to claim 1, these features are not taught and are not made obvious by Tran, Arora, Hayes, or a combination thereof.

Conclusion

All of the presently pending claims, as amended, appearing to define over the applied references, withdrawal of the present rejection and prompt allowance are requested.

Respectfully submitted,



Peter H. Priest
Reg. No. 30,210
Priest & Goldstein, PLLC
5015 Southpark Drive, Suite 230
Durham, NC 27713-7736
(919) 806-1600